

## Burson Hoodie Promotion – Redemption Offer

### Terms and Conditions

<b>Promoter</b>	Burson Automotive Proprietary Limited (ABN 82 006 613 378), L1 / 327 Ferntree Gully Rd, Mount Waverley, 3149.
<b>Offer Period</b>	12.01am (AEST) on 01/07/2025 to 11.59pm (AEST) on 31/07/2025.
<b>Who can claim?</b>	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over;</p> <p>(b) have an active Burson Auto Parts trade account (still active and within trading terms at 11.59pm AEST 31/07/2025); and</p> <p>Holding a trade account with Burson Auto Parts (and, consequently, participation in this promotion) is subject to the terms and conditions which apply to the Burson Auto Parts trade account (signed at the time of account set up), that can be found at <a href="http://www.burson.com.au/terms-conditions">www.burson.com.au/terms-conditions</a> as amended from time to time.</p>
<b>Who can't claim?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter;</p> <p>(b) the agencies, companies or participating premises associated with this offer / promotion; and</p> <p>(c) any business where the rules or guidelines applicable to such business prohibit or exclude receipt of a prize.</p>
<b>Where will the offer run?</b>	The offer will run in participating Burson Auto Parts stores which are displaying promotional material ( <b>Stores</b> ) in Australia.
<b>Website</b>	<a href="http://www.burson.com.au/hoodies">www.burson.com.au/hoodies</a>
<b>Qualifying Purchase</b>	Spend \$500 (excluding GST) or more on any product/s available at Burson Auto Parts Stores in one invoice.
<b>Claim instructions</b>	<p>To claim, you must, during the Offer Period:</p> <p>(a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and</p> <p>(b) visit the Website, locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information to claim your gift.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Offer Period before you submitted your claim).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.</p>
<b>How are gifts awarded?</b>	<p>There are up to 2,950 gifts available to be awarded.</p> <p>If you are one of the first 2,950 people to make a Qualifying Purchase and submit a claim, you will be entitled to a gift (subject to availability/claim limits).</p>
<b>What gift will I receive?</b>	Each gift is a Burson Branded Hoodie valued at \$100.
<b>Total gift pool</b>	The total gift pool is up to \$295,000.
<b>How many times can I claim?</b>	<p>You can only claim twice, provided you only claim once per Qualifying Purchase and once per receipt. Each claim must be submitted separately in accordance with these Terms and Conditions.</p> <p>For clarity, you can claim twice during the Offer Period. That is, there is a limit of 2 gifts available per Burson trading account.</p>
<b>How and when will the successful claimants be informed?</b>	<p>All claimants will be notified in writing by email acknowledging their claim. Claims will then be validated.</p> <p>If your claim is successful, your gift will be sent to the address included in your claim submission.</p> <p>If your claim is deemed unsuccessful, you will be notified via email.</p>

<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all claims:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a Gift.</p> <p>Proof of purchase must be identical to that provided by you with your Claim.</p> <p>If, in the Promoter's opinion based on the available information, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a Gift.</p>
<b>Unclaimed Gift/s</b>	<p>There will be no unclaimed gifts. Gifts will be automatically awarded to claimants to the delivery address provided with their claim (subject to any verification required by the Promoter, in its absolute discretion). It is your responsibility to ensure that you enter your delivery address correctly. If you fail to enter your delivery address correctly, the gift will not be able to be awarded. Any gifts remaining at the end of the Offer Period will be withdrawn and forfeited by the Promoter.</p> <p>If any Gift remains un-won at the end of this offer, that information will be published on the Website on 31/08/2025.</p>
<b>Collection and use of your personal information</b>	<p>If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.bapcor.com.au/privacy-policy.php">www.bapcor.com.au/privacy-policy.php</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>NSW Authority No. TP/02583</p>

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about Gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

#### Claim

2 Your claim must be received during the Offer Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message on-screen and a follow up email confirming your claim. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with claiming. If you claim using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Gifts

3 Gifts and all elements of gifts must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the gift or any element of the gift for whatever reason, you will not be given cash or any alternative

Gift as a substitute. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.

#### **General**

- 5 If you or your claim are deemed by the Promoter to breach these Terms and Conditions materially, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your claims and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 6 You must not:

- (a) tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the Offer;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Offer;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

- 7 The Promoter is not liable for entries, gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.

- 8 If any dispute arises between you and the Promoter concerning the conduct of this Offer or claiming a gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Offer is final.

- 9 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Gift value. You agree that if a gift (or element of a gift) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 10 You request that your full address not be published.

- 11 If this Offer cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the Offer or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 12 The Promoter is not responsible for any tax implications arising from you winning a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **Liability**

- 13 You may have consumer rights under statute including under the *Offer and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this Offer and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.

- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this Offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this Offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 15 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this Offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that

occurs to displayed gift/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, gift/s will only be delivered to addresses in Australia.

16

This Offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.